504206401 01/31/2017

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
EMMANUEL C. FRANCISCO	01/24/2017
DEMIAN GORDON	01/26/2017
ELVIN KORKUTI	01/26/2017

RECEIVING PARTY DATA

Name:	DREAMWORKS ANIMATION LLC	
Street Address:	1000 FLOWER STREET	
City:	GLENDALE	
State/Country:	CALIFORNIA	
Postal Code:	91201	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15408308

CORRESPONDENCE DATA

Fax Number: (415)268-7522

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (415) 268-7000 Email: cbrown@mofo.com **Correspondent Name:** PETER J. YIM

Address Line 1: MORRISON & FOERSTER LLP

Address Line 2: 425 MARKET STREET

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 590282014400 **NAME OF SUBMITTER:** PETER J. YIM /Peter J. Yim/ SIGNATURE: **DATE SIGNED:** 01/31/2017

Total Attachments: 2

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> **PATENT REEL: 041139 FRAME: 0149** 504206401

Attorney Docket No.: 590282014400

ASSIGNMENT

This assignment is by:

- Emmanuel C. FRANCISCO e/o DreamWorks Animation LLC 1000 Flower Street Glendale, California 91201
- Demian GORDON
 c/o DreamWorks Animation LLC
 1000 Flower Street
 Glendale, California 91201
- Elvin KORKUTI
 c/o DreamWorks Animation LLC
 1000 Flower Street
 Glendale, California 91201

(referred to in this Assignment as "Assignors"), whose residence or mailing address information is listed above.

This Assignment is to:

Assignee: DreamWorks Animation LLC

Address: 1000 Flower Street, Glendale, California 91201

A juristic entity duly organized under and pursuant to the laws of: Delaware

(referred to in this Assignment as "Assignee"), which desires to acquire the entire right, title and interest in, to and under said patent application and the inventions covered thereby.

Assignors have invented certain new and useful inventions in:

FACIAL CAPTURE ANALYSIS AND TRAINING SYSTEM

for which the following application has been filed in the United States of America.

Serial No.: 15/408,308 Filing Date: January 17, 2017

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

- 1. Assignors hereby sell, assign, transfer and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for letters patent, any and all provisionals, non-provisionals, divisions, continuations, and continuations-in-part claiming priority thereto or the benefit thereof, substitutions of said applications, and any and all letters patent or patents in the United States of America and all foreign countries or jurisdictions which may be granted therefor and thereon, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination or other post-grant proceeding, and any and all extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover damages for past, present and future infringement), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.
- 2. Assignors represent, warrant and covenant (a) that, at the time of execution and delivery of this agreement, Assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and said

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Attorney Docket No.: 590282014400

application for letters patent, and that the same are unencumbered and that Assignors have good and full right and lawfull authority to sell and convey the same in the manner set forth in this agreement, or (b) that Assignors solely and lawfully owned the entire right, title and interest in and to said inventions and said application for letters patent, and the same were unencumbered and that Assignors sold, assigned, transferred and set over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said inventions and said applications for letters patent.

- 3. Assignors shall promptly sign and execute all papers and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in each case including, without limitation, arising from or relating to (a) said inventions, or said application for letters patent; (b) any provisional, non-provisional, division, continuation, or continuation-in-part claiming priority thereto or the benefit thereof, or any substitution of any such application, or (c) any letters patent or patents for said inventions in any country or jurisdiction, including without limitation, any modifications to such letters patent or patents such as through reissue, re-examination, or other post-grant proceeding. To be clear, for purposes of this paragraph, "procurement, maintenance, enforcement, defense" shall include, without limitation, any preparation, prosecution, pre-grant proceeding, and post-grant proceeding, whether before a patent office or other administrative body or judicial body with jurisdiction therefor.
- 4. Assignors hereby authorize and request the Commissioner of Patents in the United States to issue the above mentioned letters patent of the United States to Assignee as the assignee of said inventions and the letters patent to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.
- 5. "I hereby grant attorneys, all of Morrison & Foerster LLP, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known."

In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

ASSIGNOR(s):

Date: 124

Date: 01/26/17

Date: 0//26/17

Signature:

Signature:

Signature:

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RECORDED: 01/31/2017